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OAKWOOD INSURANCE COMPANY

8 **[LIST OF ALL PARTIES AND**  
9 **COUNSEL ON NEXT PAGE]**

10  
11 **IN THE UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

13  
14 WORLD CLEANERS, INC., a  
California corporation,

15  
16 Plaintiff,

17 v.

18 CENTRAL NATIONAL INSURANCE  
19 COMPANY OF OMAHA, now known  
as OAKWOOD INSURANCE  
20 COMPANY,

21 Defendant.

22  
23 AND RELATED COUNTERCLAIM  
24 AND THIRD PARTY COMPLAINT

CASE NO. 2:17-cv-04731-DSF-RAO

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

25  
26  
27  
28  
**[PROPOSED] STIPULATED PROTECTIVE ORDER**

**CASE NO. 2:17-cv-04731-DSF-RAO**

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**HARTFORD FIRE INSURANCE COMPANY**

1 Pursuant to United States Magistrate Judge Rozella A. Oliver's Standing  
2 Protective Order, the following provisions shall apply to the disclosure and protection  
3 of confidential, proprietary and private information in this action:

4 1. A. PURPOSES AND LIMITATIONS

5 The parties have indicated that discovery in this action is likely to involve  
6 production of confidential, proprietary or private information for which special  
7 protection from public disclosure and from use for any purpose other than prosecuting  
8 this litigation may be warranted. This Order does not confer blanket protections on all  
9 disclosures or responses to discovery and the protection it affords from public  
10 disclosure and use extends only to the limited information or items that are entitled to  
11 confidential treatment under the applicable legal principles.

12 B. GOOD CAUSE STATEMENT

13 The parties have indicated that this action is likely to involve trade secrets,  
14 customer and pricing lists and other valuable research, development, commercial,  
15 financial, technical and/or proprietary information for which special protection from  
16 public disclosure and from use for any purpose other than prosecution of this action is  
17 warranted. Such confidential and proprietary materials and information consist of,  
18 among other things, confidential business or financial information, information  
19 regarding confidential business practices, or other confidential research, development,  
20 or commercial information (including information implicating privacy rights of third  
21 parties), information otherwise generally unavailable to the public, or which may be  
22 privileged or otherwise protected from disclosure under state or federal statutes, court  
23 rules, case decisions, or common law. Accordingly, to expedite the flow of  
24 information, to facilitate the prompt resolution of disputes over confidentiality of  
25 discovery materials, to adequately protect information the parties are entitled to keep  
26 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
27 material in preparation for and in the conduct of trial, to address their handling at the  
28 end of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that information will  
2 not be designated as confidential for tactical reasons and that nothing be so designated  
3 without a good faith belief that it has been maintained in a confidential, non-public  
4 manner, and there is good cause why it should not be part of the public record of this  
5 case.

6 C. PROCEDURE FOR FILING UNDER SEAL

7 The parties acknowledge, as set forth in Section 12.3, below, that this Stipulated  
8 Protective Order does not entitle them to file confidential information under seal;  
9 Local Civil Rule 79-5 sets forth the procedures that must be followed and the standards  
10 that will be applied when a party seeks permission from the court to file material under  
11 seal.

12 There is a strong presumption that the public has a right of access to judicial  
13 proceedings and records in civil cases. In connection with non-dispositive motions,  
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
17 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
18 cause showing), and a specific showing of good cause or compelling reasons with  
19 proper evidentiary support and legal justification, must be made with respect to  
20 Protected Material that a party seeks to file under seal. The parties' mere designation  
21 of Disclosure or Discovery Material as "CONFIDENTIAL" does not— without the  
22 submission of competent evidence by declaration, establishing that the material sought  
23 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
24 constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial, then  
26 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
27 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
28 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item

1 or type of information, document, or thing sought to be filed or introduced under seal  
2 in connection with a dispositive motion or trial, the party seeking protection must  
3 articulate compelling reasons, supported by specific facts and legal justification, for the  
4 requested sealing order. Again, competent evidence supporting the application to file  
5 documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise protectable in its  
7 entirety will not be filed under seal if the confidential portions can be redacted. If  
8 documents can be redacted, then a redacted version for public viewing, omitting only  
9 the confidential, privileged, or otherwise protectable portions of the document, shall be  
10 filed. Any application that seeks to file documents under seal in their entirety should  
11 include an explanation of why redaction is not feasible.

12 **ACCORDINGLY, IN LIGHT OF THE FOREGOING, THE PARTIES**  
13 **HEREBY STIPULATE AND AGREE AS FOLLOWS:**

14 2. DEFINITIONS

15 2.1 Action: This pending lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
17 information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
19 it is generated, stored or maintained) or tangible things that qualify for protection  
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
21 Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless of  
28 the medium or manner in which it is generated, stored, or maintained (including,

among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after the termination of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
12 in writing or a court order otherwise directs.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection under this  
16 Order must take care to limit any such designation to specific material that qualifies  
17 under the appropriate standards. The Designating Party must designate for protection  
18 only those parts of material, documents, items or oral or written communications that  
19 qualify so that other portions of the material, documents, items or communications for  
20 which protection is not warranted are not swept unjustifiably within the ambit of this  
21 Order.

22 Pursuant to the Federal Rules of Civil Procedure and applicable local rules,  
23 mass, indiscriminate or routinized designations are prohibited. Designations that are  
24 shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
25 to unnecessarily encumber the case development process or to impose unnecessary  
26 expenses and burdens on other parties) may expose the Designating Party to sanctions.

27 If it comes to a Designating Party's attention that information or items that it  
28 designated for protection do not qualify for protection, that Designating Party must

promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the CONFIDENTIAL legend to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of the testimony that qualify as



1 “CONFIDENTIAL.” When it is impractical to identify separately each portion of  
2 testimony that is entitled to protection, and when it appears that substantial portions of  
3 the testimony may qualify for protection, the Party or nonparty that sponsors, offers, or  
4 gives the testimony may invoke on the record (before the deposition or proceeding is  
5 concluded) a right to have up to 20 days to identify the specific portions of the  
6 testimony as to which protection is sought. Only those portions of the testimony that  
7 are appropriately designated for protection within the 20 days shall be covered by the  
8 provisions of this Stipulated Protective Order. Transcript pages containing Protected  
9 Material must be separately bound by the court reporter, who must affix to the top of  
10 each such page the legend “CONFIDENTIAL” as instructed by the Party or nonparty  
11 offering or sponsoring the witness or presenting the testimony

12 (c) for information produced in some form other than documentary and  
13 for any other tangible items, that the Producing Party affix in a prominent place on the  
14 exterior of the container or containers in which the information is stored the legend  
15 “CONFIDENTIAL. If only a portion or portions of the information warrants  
16 protection, the Producing Party, to the extent practicable, shall identify the protected  
17 portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items as “CONFIDENTIAL” does not,  
20 standing alone, waive the Designating Party’s right to secure protection under this  
21 Order for such material. If material is appropriately designated as “CONFIDENTIAL”  
22 after the material was initially produced, the Receiving Party, on timely notification of  
23 the designation, must make reasonable efforts to assure that the material is treated in  
24 accordance with the provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
28 Order.

1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

3           6.3   The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Pursuant to the Federal Rules of Civil Procedure and applicable  
5 local rules, frivolous challenges, and those made for an improper purpose (e.g., to  
6 harass or impose unnecessary expenses and burdens on other parties) may expose the  
7 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
8 the confidentiality designation, all parties shall continue to afford the material in  
9 question the level of protection to which it is entitled under the Producing Party's  
10 designation until the Court rules on the challenge.

11   7.   ACCESS TO AND USE OF PROTECTED MATERIAL

12           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a Receiving  
17 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18           Protected Material must be stored and maintained by a Receiving Party at a  
19 location and in a secure manner that ensures that access is limited to the persons  
20 authorized under this Order.

21           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
24 only to:

25                   (a) the Receiving Party's Outside Counsel of Record in this Action, as  
26 well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;

28                   (b) the officers, directors, and employees (including House Counsel) of

1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this Action and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional  
8 Vendors to whom disclosure is reasonably necessary for this Action and who have  
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) during their depositions, witnesses in the action to whom disclosure is  
11 reasonably necessary and who have signed the “Agreement to Be Bound by Protective  
12 Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to  
13 depositions that reveal Protected Material must be separately bound by the court  
14 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
15 Protective Order.

16 (h) the author and recipients of the document or the original source of the  
17 information.

18 (i) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
21 OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation that  
23 compels disclosure of any information or items designated in this Action as  
24 “CONFIDENTIAL” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification  
26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order  
28 to issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this action  
7 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
8 or order issued, unless the Party has obtained the Designating Party’s permission. The  
9 Designating Party shall bear the burden and expense of seeking protection in that court  
10 of its confidential material and nothing in these provisions should be construed as  
11 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
12 directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
14 IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the remedies  
18 and relief provided by this Order. Nothing in these provisions should be construed as  
19 prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party is  
22 subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-  
25 Party that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated  
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted to  
4 the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal is  
17 denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 30  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
26 must submit a written certification to the Producing Party (and, if not the same person  
27 or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by  
28 category, where appropriate) all the Protected Material that was returned or destroyed

1 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
2 compilations, summaries or any other format reproducing or capturing any of the  
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
5 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
6 attorney work product, and consultant and expert work product, even if such materials  
7 contain Protected Material.

8 14. VIOLATION

9 Pursuant to the Federal Rules of Civil Procedure and applicable local rules, any  
10 violation of this Order may be punished by appropriate measures including, without  
11 limitation, contempt proceedings and/or monetary sanctions.

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13 Dated: March 20, 2018

ISOLA LAW GROUP, LLP

14 By: /s/ David R. Isola

15 DAVID R. ISOLA

16 Attorneys for Plaintiff and Counter-Defendant,  
WORLD CLEANERS, INC.

17 Dated: March 20, 2018

SMITH ♦ ELLISON

18 By: /s/ Philip E. Smith

19 PHILIP E. SMITH

20 Attorneys for Third Party Defendant

21 HARTFORD FIRE INSURANCE COMPANY

22 Dated: March 20, 2018

SELVIN WRAITH HALMAN LLP

23 By: /s/ John A. Chatowski

24 GARY R. SELVIN

JOHN A. CHATOWSKI

25 Attorneys for Defendant, Counter-  
26 Complainant, and Third Party Plaintiff  
OAKWOOD INSURANCE COMPANY

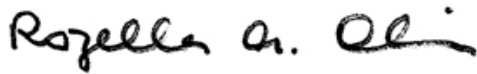
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1 *"I hereby attest that I have on file all holographic signatures corresponding to any*  
2 *signatures indicated by a conformed signature (/s/) within this e-filed document."*

3  
4 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

5 DATED: March 21, 2018

6   
7 \_\_\_\_\_

8 HONORABLE ROZELLA A. OLIVER

9 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued  
6 by the United States District Court for the Central District of California on [date] in the  
7 case of *World Cleaners, Inc. v. Central National Insurance Company of Omaha, now*  
8 *known as Oakwood Insurance Company*, Case No. 2:17-cv-04731-DSF-RAO. I agree  
9 to comply with and to be bound by all the terms of this Stipulated Protective Order and  
10 I understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
12 in any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order. I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of this  
17 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_

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27 249901.doc